

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
☒ SUMMONS

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☐ ALIAS - SUMMONS

(2/18/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW DIVISION

No. 2016-L-001463

DANIEL GOULDMAN, MATTHEW HANSON;

(Name all parties)

v.

RAFAEL RIVERO

Defendant Address:

RAFAEL RIVERO
 1506 E. MOYAMENSING AVE
 PHILADELPHIA, PA 19147

Summons

To each Defendant: ☒ SUMMONS

☐ ALIAS - SUMMONS

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602

☐ District 2 - Skokie
 5608 Old Orchard Rd.
 Skokie, IL 60077

☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008

☐ District 4 - Maywood
 1500 Maybrook Ave.
 Maywood, IL 60153

☐ District 5 - Bridgeview
 16220 S. 76th Ave.
 Bridgeview, IL 60455

☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60426

☐ Child Support
 28 North Clark St., Room 200
 Chicago, Illinois 60602

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 42890
 Name: ROTH LAW GROUP LLC
 Atty. for: DANIEL GOULDMAN
 Address: 150N MICHIGAN #800
 City/State/Zip: CHICAGO, IL 60601
 Telephone: (312) 419-9589

WITNESS, Thursday, 11 February 2016



Date of service:

(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____
 (Area Code) (Facsimile Telephone Number)

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CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
LAW DIVISION
CLERK DOROTHY BROWN

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

DANIEL GOULDMAN and MATTHEW
HANSON,

Plaintiffs,

vs.

OMAR RIVERO and RAFAEL RIVERO,

Defendants.

No. 16 L

COMPLAINT

NOW COME the Plaintiffs, DANIEL GOULDMAN and MATTHEW HANSON, by and through their attorneys, ROTH LAW GROUP LLC, and for their Complaint against Defendants, OMAR RIVERO and RAFAEL RIVERO, state as follows:

PARTIES

1. Plaintiff DANIEL GOULDMAN is a citizen of Illinois who resides at 1531 Linden Cir., Lemont, IL 60439.
2. Plaintiff MATTHEW HANSON is a citizen of Illinois who resides at 353 N. Des Plaines Ave., Unit 1810, Chicago, IL 60661.
3. Defendant OMAR RIVERO is a citizen of Pennsylvania who resides at 1506 E. Moyamensing Ave., Philadelphia, PA 19147.
4. Defendant RAFAEL RIVERO is a citizen of Pennsylvania who resides at 1506 E. Moyamensing Ave., Philadelphia, PA 19147.

JURISDICTION AND VENUE

5. Jurisdiction and venue are proper as this cause of action arises from an Illinois limited liability company named Occupy Democrats, LLC of which the Parties are all members/owners. See LLC File Detail Report, attached hereto as Exhibit "A."

FACTS

6. Plaintiffs GOULDMAN and HANSON operate the website "AddictingInfo.org" which posts political content and has a highly successfully following on social network, namely Facebook.

7. "AddictingInfo.org" derives ad revenue through third-party internet advertising entities, including Adwords and Adsense.

8. Defendants OMAR and RAFAEL RIVERO are brothers who formerly operated the website "OccupyDemocrats.com" which like "AddictingInfo.org," also posted political content and derived ad revenue through third-party internet advertising entities, but unlike "AddictingInfo.org," the RIVERO brothers were unable to achieve any success.

9. By around October 2014, Defendants had essentially abandoned "OccupyDemocrats.com" as they were not generating sufficient interest from internet users and had no social media following, and thus they could not derive the ad revenue they had hoped to achieve.

10. On or around January 2, 2015, Plaintiff HANSON met with Defendant OMAR RIVERO to explore a potential arrangement in which HANSON and GOULDMAN could help rescue "OccupyDemocrats.com" by promoting it through the "AddictingInfo.org" website and their Facebook network.

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11. In the months following the January 2015 meeting, the Parties continued discussions and on March 4, 2015, the Parties agreed that they would form an Illinois limited liability company that would own and operate the "OccupyDemocrats.com" website.

12. Also on March 4, 2015, Defendant OMAR RIVERO and Plaintiff GOULDMAN memorialized the ownership percentage of the new business entity. See Facebook message string, attached hereto as Group Exhibit "B."

13. On March 11, 2015, the Parties officially formed Occupy Democrats, LLC with the Illinois Secretary of State in which OMAR RIVERO, DANIEL GOULDMAN and MATT HANSON were listed as the members. Exhibit "A."

14. The Parties never executed an operating agreement.

15. Defendant OMAR RIVERO later informed Plaintiffs that he intended to split his 60% interest with his brother RAFAEL RIVERO, resulting in a division of membership units of 30% each to OMAR and RAFAEL RIVERO and 20% each to GOULDMAN and HANSON.

16. Following the formation of Occupy Democrats, LLC, Plaintiffs GOULDMAN and HANSON continued to work at managing the technical aspects and promoting "OccupyDemocrats.com" through the "AddictingInfo.org" website and Facebook social network resulting in a substantial boost in interest in the "OccupyDemocrats.com" website.

17. Following the formation of Occupy Democrats, LLC, Defendants OMAR and RAFAEL RIVERO continued to write articles and provide editorial content to the "OccupyDemocrats.com" website.

18. Defendant OMAR RIVERO repeatedly praised Plaintiffs for their hard work and the complete turnaround of the "OccupyDemocrats.com" website through an enormous increase in traffic and resulting windfall of ad revenue. See Site Stats, attached hereto as Exhibit "C."

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19. Beginning in April 2015 and continuing in May, June and July 2015, Plaintiff GOULDMAN provided Defendant OMAR RIVERO with a "Partner Profit Sheet" in which the net profits of Occupy Democrats, LLC were divided 30% each to OMAR and RAFAEL RIVERO and 20% each to GOULDMAN and HANSON.

20. On or about July 23, 2015, Plaintiff GOULDMAN raised the issue of an operating agreement with Defendant OMAR RIVERO.

21. On or about July 29, 2015, Plaintiff GOULDMAN sent a draft of the operating agreement to Defendant OMAR RIVERO at which point he expressed his regret with the ownership interest that Plaintiffs GOULDMAN and HANSON had in Occupy Democrats, LLC.

22. Upon receipt of the August "Partner Profit Sheet" and continuing through the end of 2015, Defendant OMAR RIVERO once again approved the original division of 30% each to OMAR and RAFAEL RIVERO and 20% each to GOULDMAN and HANSON, however he refused to execute the operating agreement memorializing the terms.

23. On January 31, 2016, without the knowledge or consent of Plaintiffs GOULDMAN and HANSON, Defendants transferred all of the files associated with "OccupyDemocrats.com" to a server that was not associated with Occupy Democrats, LLC.

24. On February 2, 2016, all of the advertising units set up by Occupy Democrats, LLC were shut down.

25. On February 2, 2016, "OccupyDemocrats.com" was still showing ads and generating ad revenue, however, that revenue was diverted from the Occupy Democrats, LLC accounts.

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26. Despite Plaintiffs demands to be granted access to the website and ad revenue accounts, Defendants refuse to communicate with Plaintiffs and continue to deny the access to the "OccupyDemocrats.com" website and ad revenue accounts.

COUNT I
BREACH OF CONTRACT

27. Plaintiffs repeat and reallege Paragraphs 1 through 26 as if fully set forth herein.

28. The agreement between the Parties concerning the equity distribution as memorialized in the "Partnership Profit Sheet" and written communications establish a legally binding and enforceable contract between the Parties. See emails, attached as Group Exhibit "B."

29. Under the contract, Plaintiffs GOULDMAN and HANSON were to manage the technical and social media promotional aspects of the "OccupyDemocrats.com" website, while Defendants OMAR and RAFAEL RIVERO were to manage and provide editorial content of the website.

30. The Parties agreed to split profits 30% each to OMAR and RAFAEL RIVERO and 20% each to GOULDMAN and HANSON.

31. Plaintiffs GOULDMAN and HANSON fully performed all of their obligations under the Contract.

32. Defendants OMAR and RAFAEL RIVERO breached the Contract by taking control of the "OccupyDemcorats.com" website and the Occupy Democrats, LLC ad revenue accounts.

33. As a direct and proximate result of Defendants' Breach of the Contract, Plaintiffs have incurred damages in excess of \$50,000.00.

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WHEREFORE, Plaintiffs, DANIEL GOULDMAN AND MATTHEW HANSON, respectfully requests that this Honorable Court enter judgment in their favor against Defendants, OMAR AND RAFAEL RIVERO, for an amount in excess of \$50,000.00, all accrued interest, and for any other relief this court deems just.

COUNT II
CONVERSION

34. Plaintiffs repeat and reallege Paragraphs 1 through 26 as if fully set forth herein.

35. Defendants acknowledge that Occupy Democrats, LLC would own the website "OccupyDemocrats.com" and that all ad revenue derived from that website would be split pursuant to a "Partner Profit Sheet" in which the net profits of Occupy Democrats, LLC were divided 30% each to OMAR and RAFAEL RIVERO and 20% each to GOULDMAN and HANSON.

36. Defendants wrongfully assumed control and dominion over the "OccupyDemocrats.com" website and the ad revenue accounts.

37. Plaintiffs have a right of immediate access to the "OccupyDemocrats.com" website and the ad revenue accounts.

38. Plaintiffs have demanded that Defendants allow them access to the "OccupyDemocrats.com" website and ad revenue accounts.

39. Contrary to this demand, Defendants refuse to communicate with Plaintiffs and they wrongfully and without authorization retain control, dominion and ownership over the ad revenue share belonging to Plaintiffs.

40. As a direct result of Defendants' wrongful conversion of Plaintiffs' ownership interest in "OccupyDemocrats.com" and the associated ad revenue, Plaintiffs have suffered damages in excess of \$50,000.00.

WHEREFORE, Plaintiffs, DANIEL GOULDMAN AND MATTHEW HANSON, respectfully requests that this Honorable Court enter judgment in their favor against Defendants, OMAR AND RAFAEL RIVERO, for an amount in excess of \$50,000.00, all accrued interest, punitive damages, and for any other relief this court deems just.

COUNT III
BREACH OF FIDUCIARY DUTY

41. Plaintiffs repeat and reallege Paragraphs 1 through 26 as if fully set forth herein.

42. On March 11, 2015, the Parties formed Occupy Democrats, LLC.

43. Defendants, in their capacity as fellow members of Occupy Democrats, LLC, owed a fiduciary duty to Plaintiffs as a matter of law and fact.

44. Furthermore, Defendants owed fiduciary duties to Plaintiffs because Plaintiffs reposed trust in Defendants that they would manage the "OccupyDemocrats.com" website honestly and competently.

45. On January 31, 2016, Defendants intentionally and without the knowledge or consent of Plaintiffs, copied the "OccupyDemocrats.com" website and moved it to a new server.

46. Also on January 31, 2016, Defendants intentionally and without the knowledge or consent of Plaintiffs, transferred the ad revenue accounts away from the account that was used by Occupy Democrats, LLC.

47. Defendants have thus denied Plaintiffs the ability to participate as members of the LLC without any justification.

48. Thus, Defendants have breached their fiduciary duties to Plaintiffs.

49. As a direct and proximate result of Defendants' breach, of their fiduciary duties, Plaintiffs have been damaged in an amount in excess of \$50,000.00.

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WHEREFORE, Plaintiffs, DANIEL GOULDMAN AND MATTHEW HANSON, respectfully requests that this Honorable Court enter judgment in their favor against Defendants, OMAR AND RAFAEL RIVERO, for an amount in excess of \$50,000.00, all accrued interest, punitive damages, and for any other relief this court deems just.

Respectfully Submitted,

DANIEL GOULDMAN and MATTHEW
HANSON

By: /s/ Karl W. Roth
One of their Attorneys

February 11, 2016

Karl W. Roth, Esq.
William P. Foley, Esq.
ROTH LAW GROUP LLC
Attorneys for Plaintiffs
150 N. Michigan Ave., Ste. 800
Chicago, Illinois 60601
(312) 419-9599
Firm I.D. 42890

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COOK COUNTY, ILLINOIS
FILE # 05176059
CLERK DOROTHY BROWN
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Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

MAR 11 2015
Jesse White
Secretary of State

1. Limited Liability Company Name: OCCUPY DEMOCRATS, LLC

2. Address of Principal Place of Business where records of the company will be kept:
3150 RIVERBIRCH DRIVE #101
AURORA, IL 60502

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

RUSSEL G. WINICK
1220 IROQUOIS AVE STE 100
NAPERVILLE, IL 60563-1635

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

REVERO, OMAR
6010 SW 140 AVE #1108
MIAMI, FL 33193

GOULDMAN, DANIEL
3150 RIVERBIRCH DRIVE #101
AURORA, IL 60502

HANSON, MATT
740 ELY BLVD 80
PETALUMA, CA 94954

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MARCH 11, 2015

ROBERT KOBACK, ESQ.
1220 IROQUOIS AVENUE STE 100
NAPERVILLE, IL 60540

This document was generated electronically at www.cyberdriveillinois.com

EXHIBIT

A

3/4, 11:09pm

Icarus Deum Verum

yeah \$1.25

for 3 ads

3/4, 11:09pm

Omar Rivero

I think mines might end up being higher than that
because the occupied Democrats reader base is pretty good for advertising. They are very very very old
but let's be conservative and keep it at that
so let's say we need to make \$20,000 per month in Adelaide revenue
let's subject about \$5000 for miscellaneous expenses to be conservative
thats 15,000
You and Matthew would make 6,000
3,000 each

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3/4, 11:10pm

Icarus Deum Verum

we can make \$20k in non-adsense money

3/4, 11:10pm

Omar Rivero

Rafa and I \$4,500 each

Yes that's what I'm saying

EXHIBIT

B

that's the thing

I honestly I'm very hesitant about this deal because I'm not sure that we really need it

Matthew presented it in such a way that there is risk involved

so if the deal goes sour you guys lose that money

but if the deal goes well, all of that money is reimbursed

assuming that the deal goes well, Innnoway I am getting a bad deal

because that means that you guys would have invested is zero dollars

and pretty much the only advantage that I am getting is strategic, in terms of being able to share my articles on your pages

if the deal goes sour, basically we got a bunch of likes, but we won't have to pay that money back

thats the Crux of the deal

To be quite candid, if the deal does not work then you guys lose

but if the deal goes well, you guys get 40% of our company for relatively nothing

since the money you guys are putting in weather won't really be considered an investment since you will be getting that money back and once we are generating revenue we will be paying all of that from our expenses

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3/4, 11:26pm

Icarus Deum Verum

I understand what you're saying

Matt has been so busy with your brother being in love

3/4, 11:26pm

Omar Rivero

so to put a long story short, if the deal goes sour and doesn't work out, we got a bunch of likes for free
but if the deal goes well you guys make off like bandits

3/4, 11:26pm

Icarus Deum Verum

no risk, no reward

3/4, 11:27pm

Omar Rivero

because you earned 40% of our company without investing a single dollar

3/4, 11:27pm

Icarus Deum Verum

no guts, no glory

it's good to be the king huh?

well I'll tell you this

3/4, 11:27pm

Omar Rivero

I understand. That's why it is so important for me to make sure that I have plenty of sharing spots on all of your pages because I see this deal as being strategic

3/4, 11:27pm

Icarus Deum Verum

when Matt and I partnered - we realized we were stronger together than apart

3/4, 11:27pm

Omar Rivero

I understand, I have no problem with that happening as long as we all win I just want to be clear that

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3/4, 11:27pm

Icarus Deum Verum

right

3/4, 11:27pm

Omar Rivero

The only risk that you guys are taking is if things go sour

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3/4, 11:27pm

Icarus Deum Verum

I appreciate your candor

that's how I communicate too

3/4, 11:27pm

Omar Rivero

if things do not go sour, I think you guys are getting a really really really good deal because occupied Democrats is prime real estate we have a real fan base, more of a tribe

3/4, 11:28pm

Icarus Deum Verum

yeah I'm with you

Omar Rivero

and 40% is more than I ever thought I would give up honestly it is very worrisome to me I don't give 40% of me to anybody

but Matthew is like a brother to me and I really trust him and he has done a lot for us

3/4, 11:28pm

Icarus Deum Verum

HA!

he has been honest with you

that I can tell you

you see our money

how well we have done

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3/4, 11:28pm

Omar Rivero

Absolutely

3/4, 11:28pm

Icarus Deum Verum

so I think it's going to be a great win

3/4, 11:28pm

Omar Rivero

I just want you to be clear about everything since I have not talked to you

3/4, 11:29pm

Icarus Deum Verum

right no I agree

i prefer that

3/4, 11:29pm

Omar Rivero

If things go well, it is because I have unfettered access and a lot of timeslots on all of your pages... That's why I see this as strategic

3/4, 11:29pm

Icarus Deum Verum

it's very comforting to hear you say it

and you do have unfettered access

no question about that

I would ask you to think about one thing

just consider it

your target for the # of articles a day

we really don't know what the right # is but we do know that the more articles - the more money

3/4, 11:30pm

Omar Rivero

I know that I will have unfriended axis but I need to get that axis starting tomorrow LOL

this deal started today and honestly I need to be made and administrator I need to be told what my timeslots are how it works I need all of that

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3/4, 11:30pm

Icarus Deum Verum

ok yes the access starts now



3/4, 11:30pm

Omar Rivero

content creator *



3/4, 11:30pm

Icarus Deum Verum

ok on timeslots

yeah

it's first come first serve

the pages are content specific

on AI

you will have timeslots

specific to you



3/4, 11:31pm

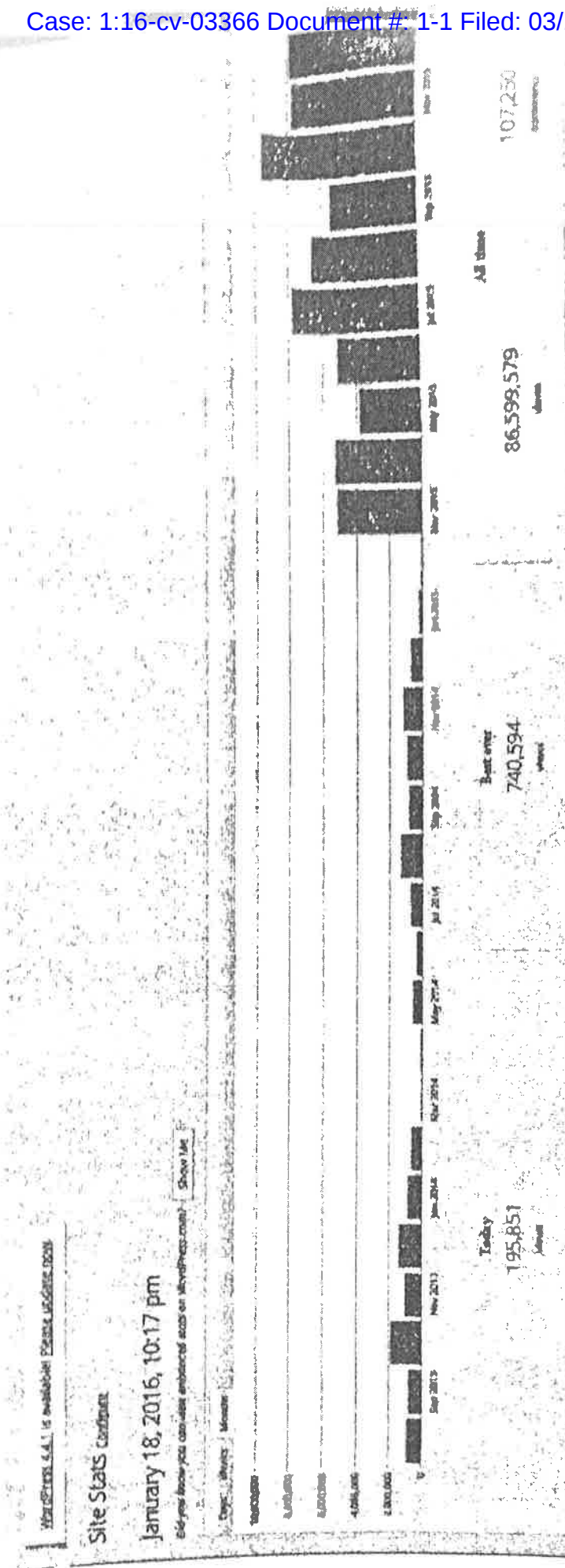
Omar Rivero

Okay it is first come first serve on which pages? I acknowledge? Americas against the Republican Party? Liberal and part of it? I understand



3/4, 11:31pm

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EXHIBIT

C